

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code 08	Page 1	Pages 4
2. AMENDMENT/MODIFICATION NO. 000028	3. EFFECTIVE DATE JUN 12 2009	4. REQUISITION/PURCHASE REQ. NO. See Page 1A	5. PROJECT NO. (if applicable)		
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE PS33, MGO	7. ADMINISTERED BY (if other than Item 6) Kimberly Williams Ph.: 256-544-1580 Fax: 256-544-9080 Email: Kimberly.n.williams@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	CODE PS33, MGO		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Will Technology, Incorporated 1570 The Boardwalk Huntsville, AL 35816	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM07AA77C
		10B. DATED (SEE ITEM 13) 03/20/2007
CODE SAP ID# 130569	FACILITY CODE CAGE 1RCM0	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Page 1a

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 43.103(b), Clause B.4 Cost and Performance Incentive Fee
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) (ref. Clause B.2, Table B-1)

	Total Potential Estimated Cost	Total Potential Incentive Fee	Cost Incentive Fee Earned	Performance Incentive Fee Earned	Total Potential Contract Value	Total Funding Allotted
Previous	\$16,135,578	\$588,657	\$ 87,160	\$ 189,594	\$17,000,989	\$13,521,826
This Mod	\$ 0	(-\$343,243)	\$ 117,846	\$ 225,397	\$ 0	\$271,000
New Total	\$16,135,578	\$245,414	\$ 205,006	\$ 414,991	\$17,000,989	\$13,792,826

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
Kimberly N. Williams
Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15E. UNITED STATES OF AMERICA BY	15D. DATE SIGNED JUN 12 2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

A. The purpose of this modification is to (1) provide \$271,000 incremental funding and (2) provide Incentive Fee Earned \$343,243 for the Option Year 1 period of April 1, 2008 through March 31, 2009. Accordingly, the contract is modified as follows:

B. In accordance with contract Clause B.6 (Contract funding), the allotted funding for the estimated cost is increased by \$271,000 (from \$10,707,905 to \$10,978,905), the allotted funding for the IDIQ estimated cost is increased by \$0 (from \$1,948,510 to \$1,948,510), the allotted funding for provisional cost incentive fee is increased by \$0 (from \$216,352 to \$216,352), and the allotted funding for provisional performance incentive fee is increased by \$0 (from \$649,059 to \$649,059). Thus, the total allotted funding for the contract is increased by \$271,000 (from \$13,521,826 to \$13,792,826).

This modification incorporates the incentive fee earned for Option Year 1 period of performance in the amount of \$343,243 (Mission: \$278,745 and IDIQ: \$64,498). The total potential incentive fee is decreased by \$343,243 for Mission & IDIQ (from \$588,657 to \$245,414). The cost incentive fee earned is increased by \$117,846 for Mission & IDIQ (from \$87,160 to \$205,006) and the performance incentive fee earned is increased by \$225,397 for Mission & IDIQ (from \$189,594 to \$414,991).

- NOTE: The contractor has billed provisional incentive fee in the amount of \$209,044.46 under Option Year 1 period leaving a balance due to the contractor in the amount of \$134,198.54. The amount of \$134,198.54 is the delta between the "Total Potential Fee Earned" of \$343,243 for Base period and the amount of fee provisionally billed by the contractor in the amount of \$209,044.46.

Moreover, Per Table B-1, ESTIMATED COST AND INCENTIVES FEES (IF), The Option Year 1 - Mission COST IF EARNED is increased by \$95,660 (from \$0 to \$95,660), the PERFORMANCE IF EARNED is increased by \$183,085 (from \$0 to \$183,085).

The Option Year 1 - IDIQ Summation COST IF EARNED is increased by \$22,186 (from \$0 to \$22,186), the PERFORMANCE IF EARNED is increased by \$42,312 (from \$0 to \$42,312).

C. Therefore, the contract is changed in the following particulars:

Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF) and B-2, MISSION SERVICES-OPTION VALUES, is hereby deleted in its entirety and the revised Table B-1 & B-2, shown on the enclosed replacement page B-2, is substituted in lieu thereof.

Section B, Clause B.6, CONTRACT FUNDING, is hereby deleted in its entirety and the revised Clause B.6, shown on the enclosed replacement page B-7, is substituted in lieu thereof.

D. In order to reflect the changes resulting from this modification, page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page across from the revised area.

<u>Section</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
TABLE B-1 AND TABLE B-2	B-2 (Mod 28)	B-2 (Mod 27)
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-7 (Mod 28)	B-7 (Mod 27)

- E. All other terms and conditions remain unchanged and in full force and effect.
- F. Contractor's Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract change(s) and/or contractor proposal(s) listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification.

Contract Change Identification
NNM07AA77C Modification 28

Contractor Proposal Number
N/A

TABLE B-1, ESTIMATED COST AND INCENTIVE FEES (IF)

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERFORMANCE IF	COST IF EARNED	PERFORMANCE IF EARNED	POTENTIAL TOTAL VALUE
1.	Mission Services, Base Year (BY)	4-01-07 through 3-31-08	\$5,140,997	\$4,065,997	\$60,543	\$90,814	\$181,630	\$80,965	\$178,395	\$5,383,170
1.a. (See Table B-3)	IDIQ Summation of Task Order Values BY	4-01-07 through 3-31-08	\$275,257	\$255,257	\$4,129	\$6,195	\$12,386	\$6,195	\$11,199	\$291,772
2.	Option I, Mission Services	4-01-08 through 3-31-09	\$4,541,721	\$4,266,721	\$63,774	\$95,660	\$191,319	\$95,660	\$183,085	\$4,796,814
2.a. (See Table B-3)	IDIQ Summation of Task Order Values Option I	4-01-08 through 3-31-09	\$986,058	\$986,058	\$14,791	\$22,186	\$44,374	\$22,186	\$42,312	\$1,045,223
3.	Option II, Mission Services	4-01-09 through 3-31-10	\$4,614,644	\$4,314,644	\$64,462	\$96,695	\$193,389	TBD	TBD	\$4,872,495
3.a. (See Table B-3)	IDIQ Summation of Task Order Values Option II	4-01-09 through 3-31-10	\$576,901	\$576,901	8,653	\$12,980	\$25,961	TBD	TBD	\$611,515

(d) If the Government exercises any of its Options pursuant to the terms of the contract, the estimated costs and fees for each Mission Services CLIN shall be as set forth in Table B-2 below.

TABLE B-2, MISSION SERVICES & IDIQ SUMMATION – OPTION VALUES

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERFORMANCE IF	TOTAL VALUE
4	Option III, Mission Services	4-01-10 through 3-31-11	\$4,781,676	\$4,456,676	\$66,575	\$99,863	\$199,726	\$5,047,977
5	Option IV, Mission Services	4-01-11 through 3-31-12	\$4,957,435	\$4,607,435	\$68,829	\$103,286	\$206,487	\$5,232,751

(End-of-Clause)

evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and the provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

B.6 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allocated by the Government to this contract is \$12,927,415. This allotment is for the Centerwide Office of Human Capital Support Services effort described in Attachment J-1, Performance Work Statement, and covers the following estimated period of performance: April 1, 2007 – September 9, 2009.

(b) An additional amount of \$865,411 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$10,707,905	\$271,000	\$10,978,905
IDIQ Estimated Cost	\$1,948,510	\$0	\$1,948,510
Provisional Cost Incentive Fee	\$216,352	\$0	\$216,352
Provisional Performance incentive Fee	\$649,059	\$0	\$649,059
Total Sum Allotted	\$13,521,826	\$271,000	\$13,792,826